

## **ARTICLE 8**

### **GRIEVANCE PROCEDURE**

#### **Section A. General.**

1. A grievance is defined as a complaint alleging that there has been a violation, misinterpretation or misapplication of any provision of this Agreement, or of any rule, policy or regulation of the Employer deemed to be a violation of this Agreement or a claim of discipline without just cause. Nothing shall prohibit the grievant from contending that the alleged violation arises out of an existing mutually accepted past practice. The concept of past practice shall not apply to matters which are solely operational in nature.
2. The parties shall make a sincere and determined effort to settle meritorious grievances and to keep the procedure free of unmeritorious grievances.
3. Employees shall have the right to present grievances in person or through a designated Union Representative at the first step of the grievance procedure. No discussion shall occur on the grievance until the designated Union Representative has been afforded a reasonable opportunity to be present at any grievance meetings with the employee(s). Upon request, a supervisor will assist a grievant in contacting the designated Steward or Representative.
4. Except with respect to the right to present an individual grievance as expressly set forth in Section B.1. of this Article, the Union shall, in the redress of grievances arising under this Agreement, or any secondary agreement supplementary thereto, be the exclusive representative of the interests of each employee or group of employees covered by this Agreement, and only the Union shall have the right to assert and press against the Employer any claim asserting a violation of this Agreement.
5. The Union, through an authorized representative, may grieve a violation concerning the application or interpretation of this Agreement.
6. Grievances which by nature cannot be settled at a preliminary step of the grievance procedure may, by mutual waiver of a lower step, be filed at an agreed upon advanced step where the action giving rise to the grievance was initiated or where the relief requested by the grievance could be granted.
7. It is expressly understood and agreed that the specific provisions of this Agreement take precedence over policy, rules, regulations, conditions and practices contrary thereto, except as otherwise provided in the Civil Service Rules and Regulations.
8. There shall be no appeal beyond Step Three (3) on initial probationary service ratings or dismissals of initial probationary employees which occur during or upon completion of the probationary period, except where the dismissal is for engaging in Union or other protected activity, for unlawful

discrimination or where the cause for dismissal violates any provision of this Agreement other than the discipline and discharge sections.

9. Counseling memoranda, performance reviews/evaluations and annual service ratings are not appealable beyond Step Three (3) unless a needs improvement annual service rating would result in delaying a patterned level change and/or a step increase. Less than satisfactory interim service rating grievances of non-probationary employees are appealable to Step four (4).
10. Group grievances are defined as, and limited to, those grievances which cover more than one (1) employee and which pertain to like circumstances and facts for the grievants involved. Group grievances shall, insofar as practical, name all employees and/or classifications and all work locations covered and may, by mutual waiver of a lower Step, be filed at an agreed upon advanced Step where the action giving rise to the grievance was initiated or where the relief requested by the grievance could be granted. Group grievances shall be so designated at the first appropriate Step of the grievance procedure, although names may be added or deleted prior to a Third Step hearing. Group grievances involving more than one (1) Department shall identify all Departments involved. The Union shall, at the time of filing such a grievance, also provide a copy to the Office of the State Employer.
11. Grievances filed before the effective date of this Agreement shall be concluded in accordance with the Grievance and Appeals Procedure then in effect.

### **Section B. Grievance Steps.**

1. Step One: Oral discussion with immediate Supervisor.
  - a. Recognizing the value and importance of full discussion in resolving differences, clearing up misunderstandings and preserving harmonious relationships, every reasonable effort shall be made to settle problems promptly at this point through discussion.
  - b. Any employee believing he/she has cause for grievance shall orally raise the grievance with that employee's immediate Supervisor with or without his/her Steward or Chief Steward indicating that a grievance exists. All grievances must be presented promptly and no later than ten (10) week days from the date the employee became aware or, by the exercise of reasonable diligence, should have become aware of the occurrence giving rise to the complaint.
  - c. Initial oral discussion shall be required for further processing of a grievance and failure to honor a request for oral discussion shall be a proper basis for appealing the grievance to the Second Step.

- d. The immediate Supervisor shall render an oral response to the grievance within five (5) week days after the grievance is presented.
- e. A settlement in the First Step of the grievance procedure shall be informal and limited to the particular grievance adjusted. Written dispositions shall not be requested by either party except that the Union shall be provided a record of back pay award when such has been granted to settle the employee's grievance.
- f. If the Supervisor's answer is not acceptable to the Union, the employee or Union Representative shall complete a form, mutually agreed upon by the parties, which includes the time, date and general nature of the complaint and must be signed by the employee(s) having the complaint.

The Supervisor will verify on the form that oral discussion was held and the date the oral response was given. The employee or Union Representative (where applicable) and Supervisor shall sign the form.

## 2. Step Two:

- a. In the event the grievance is not resolved at Step One (1), it shall be reduced to writing and presented to the designated Employer Representative within ten (10) week days from receipt of the First Step denial.
- b. Only related subject matters shall be covered in any one (1) grievance. A grievance shall contain the clearest possible statement of the grievance by indicating:
  - the issue involved;
  - the name(s) of the grievant(s);
  - the date the incident or alleged violation took place;
  - the specific section or sections of the Agreement involved;
  - relief/remedy sought;
  - grievance number.

The grievance shall be presented to the designated Employer Representative involved in quadruplicate (four copies) on a mutually agreed upon form furnished by the Employer and Union and signed and dated by the grievant(s) and Union Representative.

- c. Up to two (2) designated Employer Representative(s) shall meet with the grievant and the Union Representative who is generally the Chief Steward to discuss the grievance, and shall present its written answer to the Union within ten (10) week days after the grievance is presented to Step Two (2).

Additional representatives may be present and participate only upon mutual agreement.

- d. The answer shall set forth the facts and contract sections taken into account in answering the grievance.

### 3. Step Three:

- a. If not satisfied with the Employer's answer in Step Two (2), to be considered further, the grievance shall be appealed to the Departmental Appointing Authority or his/her designee within ten (10) week days from receipt of the answer in Step Two (2). As provided herein, the Employer Representative(s) may meet with the designated Local and/or International UAW Representative(s) to discuss and attempt to resolve the grievance. Such meetings shall take place concerning disciplinary grievances involving suspension, discharge, demotion or less than satisfactory service ratings. For all other grievances, upon the request of the Union, the Employer Representative shall meet with the designated Local and/or International Representative(s) to discuss and attempt to resolve the grievance. The written decision of the Employer will be placed on the grievance form by the Departmental Appointing Authority or his/her designee and returned to the grievant(s) and the designated Union Representative. The Step Three (3) meeting, shall be scheduled and held within fifteen (15) week days of receipt of the grievance at Step Three (3). The Step Three (3) answer shall be issued within fifteen (15) week days of the date of the Step Three (3) meeting. Where no Step Three (3) meeting is held, the answer shall be issued within thirty (30) week days of receipt of the grievance at Step Three (3).
- b. The Third Step answer will be in sufficient detail to reasonably apprise the Union of the nature of the contentions made in support of the Employer's position and the basic facts relied upon in support.

It is the purpose and intent of this subsection to assure that there shall be full discussion and consideration of the grievance, on the basis of a full disclosure of the relevant facts by both parties, in the voluntary stages of the grievance procedure.

- c. If not satisfied with the Employer's answer at Step Three (3), the Union may appeal the grievance to arbitration within thirty (30) calendar days from the date the Union receives the Employer's Third Step answer.

If an unresolved grievance is not timely appealed to arbitration, it shall be considered terminated on the basis of the Employer's last answer without prejudice or precedent in the resolution of future grievances. The parties may propose consolidation of grievances containing similar issues.

#### 4. Mediation.

The parties agree to continue the use of mutually acceptable grievance mediation in an effort to resolve all grievances pending at arbitration or pending docketing at arbitration. Mediation will be scheduled two (2) times per year.

#### 5. Pre-Arbitration Meeting.

No later than thirty (30) calendar days before the scheduled date of arbitration, at the request of either party, a representative of the Department and the Local and/or the International Union shall meet to discuss the grievance and determine if settlement is possible.

#### 6. Step Four: Arbitration.

A panel of Arbitrators are to serve to hear timely appeals to Step Four (4). Such Arbitrators shall be mutually selected by the Union and the Employer. After the expiration of the one hundred eighty (180) calendar day period following appointment of the Arbitration Panel, if any Arbitrator who has been appointed to the panel becomes unacceptable to either or both of the parties, appropriate written notice shall be sent to the Arbitrator and the other party, and he/she shall there upon conclude his/her services. In addition to the agreed upon compensation to be paid for such services, the Arbitrator shall be entitled to necessary travel expenses incurred in connection with the performance of his/her arbitration duties. An Arbitrator's services shall be deemed concluded when he/she has rendered decisions on any grievances pending that have already been heard by him/her.

The parties shall agree to a method for scheduling arbitration cases before individual Arbitrators on the panel. Scheduling meetings shall be held at least semi-annually, but not later than June 1 and December 1 of each year. If no agreement is reached, the Arbitrator shall be selected under the rules of the American Arbitration Association. When an Arbitrator is not available from the panel and unless agreement has already been reached on any preferred method of selection, the Arbitrator shall be selected and the hearing conducted under the rules of the American Arbitration Association. The Federal Mediation and Conciliation Service or Michigan Employee Relations Commission may be used by mutual agreement. Unless agreement is reached otherwise, the arbitration hearing shall be conducted pursuant to the rules of the American Arbitration Association.

The expenses and fees of the Arbitrator and the cost of the hearing room, if any, shall be shared equally by the parties to the arbitration. The expenses of a court reporter shall be borne by the party requesting the reporter unless the parties agree to share the cost.

The Arbitrator shall only have authority to adjust grievances in accordance with this Agreement. The Arbitrator shall not have jurisdiction or authority to add to, amend, modify, nullify, or ignore in any way the provisions of the Civil Service Rules and Regulations and this Agreement and shall not make any award which in effect would grant the Union or the Employer any rights or privileges which were not obtained in the negotiation process. The authority of the Arbitrator shall remain subject to and subordinate to the limitations and restrictions on subject matter and personal jurisdiction in the Civil Service Rules and Regulations.

The decision of the Arbitrator will be final and binding on all parties to this Agreement, except as may be otherwise provided in the Civil Service Rules and Regulations. Arbitration decisions shall not be appealed to the Civil Service Commission, except as may be provided by the Civil Service Rules and Regulations. When the Arbitrator declares a bench decision, such decision shall be rendered in writing within fifteen (15) calendar days from the date of the arbitration hearing. The written decision of the Arbitrator shall be rendered within thirty (30) calendar days from the closing of the record of the hearing.

- a. Grievances protesting an employee's termination shall be subject to an expedited arbitration procedure. The parties shall ensure that such grievances are scheduled before an individual arbitrator on the panel and heard within six (6) months of the Union's appeal to arbitration. Such arbitration may be postponed by mutual agreement of the parties when unforeseen circumstances arise. Any disputes over postponement shall be resolved by the International Union and the Office of the State Employer.
- b. Upon request of either party, grievances more than one (1) year old that do not involve discipline may be referred to an alternative dispute resolution process for final disposition.

### **Section C. Time Limits.**

The time limits at Steps One (1), Two (2), or Three (3) shall be extended upon request of either party involved at that particular step. This extension shall be for a maximum of ten (10) work days. After the first extension, any additional extension(s) must be by mutual agreement.

Grievances may be withdrawn once without prejudice at any step of the grievance procedure. A grievance which has not been settled and has been withdrawn may be reinstated based on new evidence not previously available within thirty (30) week days from the date of withdrawal.

Grievances not appealed within the designated time limits in Steps Two (2) or Three (3) of the grievance procedure will automatically result in the grievance being considered closed. Grievances not answered by the Employer within the

designated time limits in any step of the grievance procedure shall be considered automatically appealable and processed to the next step. Where the Employer does not provide the required answer to a grievance within the time limit provided at Steps One (1), Two (2), or Three (3), the time limits for filing at the next step shall be extended for ten (10) additional week days.

If the Employer Representative with whom a grievance appeal must be filed is located in a city other than that in which the grievance was processed in the preceding step, the mailing of the grievance appeal form shall constitute a timely appeal if it is postmarked within the appeal period. Similarly, when an Employer answer must be forwarded to a city other than that in which the Employer Representative works, the mailing of the answer shall constitute a timely response if it is postmarked within the answer period.

#### **Section D. Retroactivity.**

Settlement of grievances may or may not be retroactive as the equities of the particular case may demand as determined by the Arbitrator. In any case where it is determined that the award should be applied retroactively, except for administrative errors relating to the payment of wages, the maximum period of retroactivity allowed shall be a date not earlier than one hundred and eighty (180) calendar days prior to the initiation of the grievance in Step One (1).

Employees who voluntarily terminate their employment will have their grievances immediately withdrawn unless such grievance directly affects their status upon termination or a claim of vested money interest, in which cases the employee may benefit by any later settlement of a grievance in which they were involved.

It is the intent of this provision that employees be made whole in accordance with favorable arbitral findings on the merits of particular disputes, however, all claims for back wages shall be limited to the amount of straight time wages and holiday overtime that the employee would otherwise have earned less any unemployment compensation, workers compensation, long term disability compensation, social security, welfare or compensation from any employment or other source received during the period for which back pay is provided; however, earnings from approved supplemental employment shall not be so deducted.

#### **Section E. Exclusive Procedure.**

The grievance procedure set out above shall be exclusive and shall replace any other grievance procedure for adjustment of any disputes permitted under Civil Service Rules and Regulations. The grievance procedure set out above shall not be used for the adjustment of any dispute for which the Civil Service Rules or Regulations require the exclusive use of a Civil Service forum or procedure.

## **Section F. Investigating and Processing Grievances.**

1. A Chief Steward shall be allowed a reasonable amount of time without loss of pay to investigate a grievance pending at Step One (1) or Step Two (2) of the grievance procedure when such absence will not substantially interfere with the Employer's operations.

A Chief Steward will be permitted to leave during his/her regular working hours upon requesting and receiving approval from his/her Supervisor in the manner outlined below.

- a. The total amount of time which may be used by Chief Stewards for investigating grievances shall not exceed four (4) hours in a pay period. If the Chief Steward is going to visit another work area, approval for such visit must also first be obtained from the appropriate Supervisor of the work area to be visited. The Chief Steward shall be required to report to his/her Supervisor immediately upon his/her return. If the investigation requires travel to another work site the Employer shall not be responsible for compensating the Chief Steward for time in travel.
  - b. A form for recording and authorizing time spent investigating grievances will be provided by the Employer for the accounting of such time. To secure release and pay for time off during the employee's regularly scheduled working hours, the Chief Steward will be required to complete the form. The Chief Steward shall include the need for investigation or identification of the grievance and the estimated period of time he/she will be away from the work station.
  - c. The Employer will not be required to release or pay for Chief Steward time off in accordance with this Article where the Chief Steward has failed to follow the provisions contained in this Article.
  - d. Such activities shall be conducted with the intention of minimizing loss of work time. Any alleged abuse of this provision shall be a proper subject for review by the Employer and the International Union.
2. Whenever possible, the grievant or group grievance representative(s) and the designated Union Representative(s) shall utilize non-work time to consult and prepare. When such preparation is not possible, the grievant or group grievance representative(s) and the designated Union Representative(s) will be permitted a reasonable amount of time, normally not to exceed one-half (1/2) hour without loss of pay, for consultation and preparation immediately prior to any scheduled grievance step meeting during their regularly scheduled hours of employment. Overtime is not authorized.

One (1) designated Steward and the grievant will be permitted to process a grievance without loss of pay. In a group grievance, a Steward or Union Representative, and up to two (2) grievants shall be entitled to appear without



loss of pay in accordance with Article 18 to represent the group. In group grievances involving more than one (1) Bargaining Unit and/or more than one (1) Department, the group shall be represented by two (2) employee grievants and Local and/or International UAW Representatives.

The Employer is not responsible for compensating any employees for time spent processing grievances outside their regularly scheduled hours of employment. The Employer is not responsible for any travel or subsistence expenses incurred by grievants or Stewards in processing grievances.

### **Section G. Discipline.**

The parties recognize the authority of the Employer to suspend, demote, discharge or take other appropriate disciplinary action against employees for just cause. A non-probationary employee who alleges that such action was not based on just cause may appeal a demotion, suspension, or discharge taken by the Employer beginning with Step Three (3) of the grievance procedure.

### **Section H. Grievance Conduct.**

Employees, Stewards, Union Representatives, supervisors and managers shall, throughout the grievance procedure, treat each other with courtesy, and no effort shall be made by either party or its representatives to harass or intimidate the other party or its representatives.

### **Section I. Miscellaneous.**

1. Week days, for the purpose of this Article, are defined as Monday through Friday inclusive, excluding holidays.
2. If the Union requests information from an aggrieved employee's personnel file, such information shall be available to the Union, with written authorization of the employee.

If either party requests in writing documentation of any facts on which the other party has relied during the grievance procedure, including names of witnesses, such information shall be timely provided. It is agreed that it is in the party's interest to request and make information available at the earliest possible steps of the grievance procedure. It is also agreed that where a grievance has been scheduled for arbitration, all timely requested information shall be made available as soon as possible, and in no event less than ten (10) week days prior to the scheduled arbitration.

It is agreed that any information timely requested in accordance with the above provision which is not made available shall not be admissible as evidence in any grievance or arbitration hearing.

3. Employees testifying at arbitration will be made available without loss of pay; however, whenever possible, they shall be placed on call to minimize time lost from work.

In the event the hearing is held on an employee's work day at other than the employee's scheduled work time, for purposes of pay only, properly designated Union witnesses shall be permitted an equivalent amount of time off from scheduled work on their upcoming or previous shift or by mutual agreement on another day in the pay period. Employees who have completed their testimony shall return promptly to work when their testimony is concluded unless they are required to assist the principle Union representatives in the conduct of the case. The intent of the parties is to minimize time lost from work.

4. The location of first and second step meetings or conferences as provided for in this Article shall normally be at the employee's worksite.